

**United States Bankruptcy Court
Eastern District of Pennsylvania**

In re:

Tri-State Paper, Inc.,

Debtor.

Case No. 23-13237-pmm

Chapter 11

Tri-State Paper, Inc.,

Plaintiff,

v.

Campus Corner, Inc.,

Defendant.

Adversary No.

Complaint

AND NOW, Plaintiff Tri-State Paper, Inc., by and through its undersigned counsel, alleges the following upon information and belief:

Parties

1. Plaintiff Tri-State Paper, Inc. is the debtor in the above chapter 11 bankruptcy case and a corporation who is and was all relevant times domiciled in the state of Pennsylvania.

2. Defendant Campus Corner, Inc. is and was at all relevant times a corporation with a principal place of business located at 829 E. Lancaster Ave., Villanova, PA 19085.

Jurisdiction and Venue

3. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334.
4. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(E).
5. The Plaintiff has standing to bring this action pursuant to 11 U.S.C. § 542 and Fed. R. Bankr. P. 7001(1).

6. Venue is proper pursuant to 28 U.S.C. § 1409(a).

7. The Plaintiff consents to the entry of a final order or judgment by the court if it is determined that the court, absent consent of the parties, cannot enter a final order or judgment consistent with U. S. Const. art. III.

Statement of Claims

Count 1

8. The preceding paragraphs of this Complaint are incorporated by reference as if set forth at length herein.

9. Beginning on August 17, 2022, and continuing through August 9, 2023, the Plaintiff shipped various goods to the Defendant in exchange for the Defendant's payment for such goods.

10. The Plaintiff has sent invoices and statements for the amounts due and demanded payment thereof, but the Defendant has failed and refused to pay.

11. The balance due to the Plaintiff by the Defendant is \$2,570.64 as of October 27, 2023. A statement of the Defendant's account is attached as Exhibit A.

12. When the Plaintiff declared bankruptcy on October 27, 2023, the balance due became property of the Plaintiff's bankruptcy estate.

13. The Plaintiff demands turnover of the balance due pursuant to 11 U.S.C. § 542.

Count 2

14. The preceding paragraphs of this Complaint are incorporated by reference as if set forth at length herein.

15. On or about July 7, 2023, the Plaintiff purchased the following pizza boxes with the Defendant's logo printed on them, in reliance that the Defendant would purchase them from the Plaintiff.

- a. 110 bundles of 18" boxes at a cost of \$27.00 each, for a total cost of \$2,970.
- b. 72 bundles of 14" boxes at a cost of \$23.00 each, for a total cost of \$1,656.
- c. 85 bundles of 10" boxes at a cost of \$12.00 each, for a total cost of \$1,020.

16. The Defendant did not purchase the boxes from the Plaintiff.

17. The Plaintiff demands reliance damages in the amount of \$5,646.

Request for Relief

NOW, THEREFORE, the Plaintiff requests entry of judgment against the Defendant in the amount of \$8,216.64, plus attorney fees and costs, and for such other and further relief in its favor as may be necessary and proper under the law.

Date: April 15, 2024

CIBIK LAW, P.C.
Counsel for Plaintiff
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